

**Request for Proposals**  
**Strategic Budgeting Consulting Services and Software**

**PROJECT NO. 050R5800163**



**DEPARTMENT OF  
BUDGET & MANAGEMENT**

**Issue Date: January 25, 2005**

**NOTICE**

**Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.**

**SMALL BUSINESS RESERVE PROCUREMENT**

**This procurement has been designated a Small Business Reserve procurement in accordance with Title 14, Subtitle 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended by Chapter 75, Laws of Maryland 2004. The Contract to be awarded under this solicitation may be awarded only to businesses meeting the qualifications of a Small Business as defined in §14-501(c) of the State Finance and Procurement Article.**

**RFP revised as of 3/2/05**

STATE OF MARYLAND  
NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to submit a proposal on this contract, please e-mail (ebannat@dbm.state.md.us) or fax (410-974-3274) this completed form to the attention of Edward Bannat.

Title: Strategic Budgeting Consulting Services and Software  
Project No: 050R5800163

If you have responded with a "no bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the bid/proposals is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- ☐ Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other: \_\_\_\_\_

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS:

\_\_\_\_\_

\_\_\_\_\_

Vendor Name: \_\_\_\_\_ Date \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

# **KEY INFORMATION SUMMARY SHEET**

## **STATE OF MARYLAND**

### **Request For Proposals**

#### **Strategic Budgeting Consulting Services and Software**

**PROJECT NUMBER: 050R5800163**

**RFP Issue Date:** January 25, 2005

**RFP Issuing Office:** Department of Budget and Management  
Office of the Secretary  
Division of Policy Analysis, Procurement Unit

**Procurement Officer:** Edward Bannat  
Office Phone: (410) 260-7662  
Fax: - (410) 974-3274  
e-mail: ebannat@dbm.state.md.us

**Procurement Method:** Competitive Sealed Proposals (COMAR 21.05.03)

**Contract Term:** On or about 5/16/2005 through 5/31/2010

**Pre-Proposal Conference:** February 4, 2005 @ 10:00 AM (Local Time)  
Department of Budget and Management  
45 Calvert Street – Room #164  
Annapolis, MD 21401  
For Directions, call Edward Bannat

**Proposals are to be sent to:** Department of Budget and Management  
Procurement Unit-Room #118  
45 Calvert Street  
Annapolis, MD 21401  
Attention: Edward Bannat

**Closing Date and Time:** ~~February 17~~ March 15, 2005 @ 2:00 PM (Local Time)

**NOTE:** Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

# TABLE OF CONTENTS

<b>SECTION 1 - GENERAL INFORMATION.....</b>	<b>1</b>
1.1 SUMMARY STATEMENT.....	1
1.2 NON-EXCLUSIVE USE.....	1
1.3 ABBREVIATIONS AND DEFINITIONS.....	1
1.4 CONTRACT TYPE.....	4
1.5 CONTRACT DURATION .....	5
1.6 PROCUREMENT OFFICER .....	5
1.7 CONTRACT MANAGER .....	5
1.8 PRE-PROPOSAL CONFERENCE .....	5
1.9 “E-MARYLAND MARKETPLACE” .....	6
1.10 QUESTIONS .....	6
1.11 PROPOSALS DUE (CLOSING) DATE .....	7
1.12 DURATION OF OFFER .....	7
1.13 REVISIONS TO THE RFP.....	7
1.14 CANCELLATIONS; DISCUSSIONS.....	7
1.15 ORAL PRESENTATION .....	8
1.16 INCURRED EXPENSES .....	8
1.17 ECONOMY OF PREPARATION .....	8
1.18 PROTESTS/DISPUTES .....	8
1.19 MULTIPLE OR ALTERNATE PROPOSALS.....	8
1.20 ACCESS TO PUBLIC RECORDS ACT NOTICE.....	9
1.21 OFFEROR RESPONSIBILITIES.....	9
1.22 MANDATORY CONTRACTUAL TERMS .....	9
1.23 PROPOSAL AFFIDAVIT.....	9
1.24 CONTRACT AFFIDAVIT.....	9
1.25 SMALL BUSINESS RESERVE PROCUREMENT.....	9
1.26 ARREARAGES.....	10
1.27 PROCUREMENT METHOD .....	10
1.28 VERIFICATION OF REGISTRATION AND TAX PAYMENT .....	11
1.29 FALSE STATEMENTS.....	11
1.30 PAYMENTS BY ELECTRONIC FUNDS TRANSFER .....	11
1.31 NON-VISUAL ACCESS .....	11
<b>SECTION 2 – SCOPE OF WORK.....</b>	<b>13</b>
2.1 PURPOSE AND GOAL .....	13
2.2 BACKGROUND.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
2.3 OPERATING SYSTEM AND SOFTWARE ENVIRONMENT.....	14
2.4 SCOPE OF SERVICES TO BE PERFORMED .....	16
<b>SECTION 3 – PROPOSAL FORMAT .....</b>	<b>19</b>
3.1 TWO-PART SUBMISSION .....	19
3.2 PROPOSALS .....	19
3.3 SUBMISSION.....	19
3.4 VOLUME I – TECHNICAL PROPOSAL .....	19
3.5 VOLUME II - FINANCIAL PROPOSAL.....	22

<b>SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE .....</b>	<b>23</b>
4.1 EVALUATION CRITERIA .....	23
4.2 TECHNICAL CRITERIA .....	23
4.3 FINANCIAL CRITERIA .....	23
4.4 RECIPROCAL PREFERENCE .....	23
4.5 SELECTION PROCEDURES .....	23
<b>ATTACHMENTS .....</b>	<b>25</b>
A - Contract	
B - Bid/Proposal Affidavit	
C - Contract Affidavit	
D - Pre-Proposal Conference Response Form	
E– Financial Proposal Form	
F– Vendor Electronic Funds Transfer (EFT) Registration Form	
G- State Of Maryland IT Security Policy And Standards	
H– Fiscal Year 2006 Strategic Budgeting Guide	
I – Sample Budget Representation	
J – SB Examples	

# **SECTION 1 - GENERAL INFORMATION**

## **1.1 Summary Statement**

1.1.1 The Department of Budget & Management (DBM) is issuing this Request for Proposals (RFP) to obtain a certified Small Business Reserve Contractor under a Master Contract to provide a Commercial Off the Shelf (COTS) software tool, maintenance and enhancement support services and consulting services that will provide State agencies with the capability to manipulate data associated with the implementation of the State's Strategic Budgeting Program. This COTS software tool is not intended to replace the current budgeting software application, but to be used as a tool in assisting preparing agency budgets.

1.1.2 The Department intends to make a single award as a result of this solicitation.

1.1.3 The goals and objectives of this project are to:

- Obtain a software tool for use by any State agency to critically and thoroughly review their programs, its cost and costs per unit of output or outcome in the context of the respective agency and program mission statement(s), key outcomes, and the State's strategic goals that support the 5 Pillars of the Ehrlich Steele Administration.
- Operate the software tool in the existing agency computer-operating environments.
- Obtain maintenance services support on a time and materials basis, as needed, to support the software tool during the term of the contract.
- Obtain enhancement services on a time basis, as needed, to the software tool during the term of the contract.
- Obtain consulting services on a time basis, as needed, to assist with the application of the software tool and strategic budgeting during the term of the contract.

## **1.2 Non-exclusive Use**

It is DBM's intention to obtain the products and services described in this RFP under the resulting Contract. However, this Contract shall not be construed to require the State to use this Contract exclusively. The State reserves the right to procure products and services of any nature from other sources when it is in the best interest of the State to do so and without notice to the Contractor. The State makes no guarantee that it will purchase any products or services under the resulting Contract.

## **1.3 Abbreviations and Definitions**

For purposes of this RFP, the following abbreviations and terms have the meanings indicated below:

- a. Strategic goals that support the 5 Pillars and their associated strategic goals are:

- Education – Maryland citizens will have access to quality educations enabling them to obtain well-paying jobs, to live full and enriched lives, and to serve their communities.
- Health and the Environment – Marylanders will be healthy, live in a healthy environment, and benefit from a revitalized Chesapeake Bay.
- Public Safety – Maryland communities will be safe and secure.
- Commerce – Maryland will be a state where business, commerce, and transportation thrive.
- Fiscal Responsibility – The State will allocate its resources effectively and manage spending within available revenues.

State agencies must identify priorities and scrutinize programs so that investments reflect these 5 Pillars.

- a. Agency – an organizational unit within the Executive Branch of Maryland State Government.
- b. Agency Task Order Manager - The specific employee of a State agency identified in a TOA, who will be the single point of contact in the user agency who has the authority to request services and provide day-to-day management and oversight of work performed by the contractor in the user agency.
- c. Contract – The contract entered into between DBM and the selected Offeror responding to this RFP. The Contract will include all general State terms and conditions, and will incorporate the entire RFP, including any addenda, and all or indicated portions of the selected Offeror’s proposal. A sample contract is included as Attachment A to this RFP.
- d. COMAR - Code of Maryland Regulations (available at [www.dsd.state.md.us](http://www.dsd.state.md.us)).
- e. Contract Manager (CM) – DBM’s designated person as the single point-of-contact with the authority and knowledge to approve all Contractor activity under the contract and to resolve all matters in connection with the project on behalf of the DBM. See Section 1.7 for the designated State Contract Manager.
- f. Contractor – The Offeror selected to receive the Contract award under the procedures contained in this RFP.
- g. COTS – Commercial Off the Shelf Software.
- h. DBM –Maryland Department of Budget and Management
- i. Enhancement – A change to the capabilities and functionality of the COTS software tool approved by the Contract Manager, which may result in additional negotiated cost based on the fully-loaded labor hour rate fixed in the contract. Examples of changes include adding analytical capability to the COTS software tool.

- j. Fixed Hourly Labor Rate – Fully loaded hourly rate established in the Contract. This is the maximum rate the Contractor may bill DBM and any other user agency for any work authorized by the Contract Manager through the Task Order Process.
- k. Fully Loaded – A portion of the Fixed Hourly Labor Rate that includes all profit, and any direct and indirect costs of the Contractor. The indirect costs shall include among other things, all costs that would normally be considered General and Administrative costs and/or routine travel costs, or which in any way are allocated by the Contractor against direct labor hours as a means of calculating profit or recouping costs.
- l. Labor Hours – The hours of work of the Contractor’s personnel either estimated or actually billed, by the Contractor, up to a specified price ceiling, as specified by the agency TOM and approved by the Contract Manager in the signed Task Order Agreement.
- m. Labor Hours Not-to-Exceed Ceiling - The maximum amount of Contractor hours for services performed based on labor hours billed at the specific hourly rate, up to a specified hours ceiling. The Contractor will be required to provide time records and/or other documentation to the Agency Task Order Manager that substantiates all hours billed and that have actually been expended by it or its’ employees, or those of subcontractors, totally and productively, in the compliance a NTP. The fixed hourly labor rate will be the main payment made to the Contractor for any work authorized by the CM through the DBM Task Order Process. The user agency will be responsible for monitoring expenditures to ensure that labor hours do not exceed the NTE ceiling.
- n. Local Time – Time in the Eastern Time Zone as observed by the State.
- o. Maintenance – Contractor supplied labor billable per hour, at the fully-loaded hourly rate fixed in the contract, to provide repairs, preventive maintenance services, including all patches, enhancements, upgrades and new software releases (new versions) of the COTS software tool.
- p. Notice To Proceed (NTP) – A formal notification issued by the Contract Manager or Agency Task Order Manager that: (1) directs the Contractor to perform work, and (2) as of a date contained in the NTP, to begin performance of the work.
- q. Offeror – An entity that submits a Proposal in response to this RFP.
- r. Outcomes - The results to be achieved through a program’s activities. Outcomes assess how effective or successful a program has been.
- s. Outputs - The products or services produced and activities completed through a program’s processes.
- t. Procurement Officer – The DBM representative responsible for this RFP, for the determination of scope issues in the resulting contract, and is the only State representative that can authorize changes to the contract. See Section 1.6 for the designated State Procurement Officer.



- u. Proposal - The technical and financial response provided by Offerors in response to this RFP.
- v. RFP – This Request for Proposals for Strategic Budgeting Consulting Services and Software, Project Number 050R5800163, dated January 25, 2005, including any amendments.
- w. Software Tool – A COTS program, application, database, spreadsheet or other electronic processing item that will function within the operating environment outlined in this RFP which will achieve the RFP goals.
- x. State – The State of Maryland.
- y. State Business Hours – 8:00 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays.
- z. Task Order Process – The process by which agencies obtain services under this contract as discussed in section 1.4. No services may be rendered by the Contractor without approval of the Contract Manager.
- aa. Travel - Work under the Contract will routinely be performed at various locations within Maryland. There will be a payment, not to exceed 4 hours, for labor hours for travel time and reimbursement for travel expenses for work performed beyond a 45 mile radius of 45 Calvert Street, Annapolis, MD or the contractor's facilities, which ever is closer. For travel beyond the radius, the contractor will be reimbursed at the State's established travel reimbursement rate for mileage. A per diem allowance will not be paid.

#### **1.4 Contract Type**

The contract that results from this RFP will be a combination Firm Fixed Price Contract as described in COMAR 21.06.03.02 with respect to the delivery of the Software Tool, and an Indefinite Quantity-Fixed Unit Price (Labor Rate) Contract as defined in COMAR 21.06.03.05 and .06 with respect to the technical support and consulting services, subject to a contract NTE ceiling amount. This ceiling shall not be exceeded without the necessary Contract Modification.

Under the contract resulting from this RFP, any State agency may obtain use of the software tool, technical support services and strategic budgeting consulting services through a Task Order Process. State agencies will contact the contractor directly concerning desired strategic budgeting services. The agency Task Order Manager (TOM) will define the specific services needed, and request a work plan and quote of price from the contractor based upon labor hours at the fully-loaded fixed hourly rates in the contract. The DBM Contract Manager (CM) will have approval authority over all work performed under this contract. The Contractor shall not proceed with any work for which payment is expected until after the CM has:

- Reviewed and approved the exact nature of work defined by the using agency TOM,

- Approved the amount of labor hours and dollars, including the Not-to-Exceed Ceiling, and
- Issued a signed Task Order Agreement (TOA) and a Notice To Proceed (NTP) to both the Contractor and user agency.

The Contractor may not perform any activities that will result in costs above the NTE amount without approval by the CM.

## **1.5 Contract Duration**

The term of the Contract shall be from the date of execution of the contract by the DBM and continue until May 31, 2010.

## **1.6 Procurement Officer**

The sole point-of-contact in the State for purposes of this RFP prior to the award of the Contract is the Procurement Officer listed below:

Edward Bannat, Procurement Officer  
 Department of Budget and Management  
 Division of Policy Analysis, Procurement Unit  
 45 Calvert Street, Room 118  
 Annapolis, Maryland 21401  
 Telephone #: 410-260-7662  
 Fax #: 410-974-3274  
 E-mail: ebannat@dbm.state.md.us

DBM may change the Procurement Officer at any time by written notice to the Contractor.

## **1.7 Contract Manager**

The Department of Budget & Management Contract Manager, who monitors the activities of the Contract and provides guidance to the Contractor, is:

Rachel Monks  
 Department of Budget and Management  
 45 Calvert Street  
 Annapolis, MD 21401  
 Telephone: 410-260-7537  
 FAX: 410-974-2534

Email Address: rachelm@dbm.state.md.us

DBM may change the Contract Manager at any time by written notice to the Contractor.

## **1.8 Pre-Proposal Conference**

A Pre-Proposal Conference (Conference) will be held on **February 4, 2005**, beginning at 10:00 AM Local Time, at 45 Calvert Street, Room 164, Annapolis, MD 21401.

Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding of RFP requirements.

As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by 4:00 PM, February 1, 2005, all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form or call the Procurement Officer at (410) 260-7662 with such notice. The Pre-Proposal Conference Response Form is included as Attachment D to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. DBM will make reasonable efforts to provide such special accommodation.

### **1.9 "e-Maryland Marketplace"**

"e-Maryland Marketplace" is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site (<http://www.dbm.maryland.gov>), and other means for transmitting the RFP and associated materials, the RFP, minutes of the Conference, Offeror questions and DBM responses, addenda, and other solicitation-related information will be provided via e-Maryland Marketplace.

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.

### **1.10 Questions**

The Procurement Officer, prior to the Pre-Proposal Conference, will accept written questions from prospective Offerors. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions may be submitted by mail, by facsimile, or preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference. All post-Conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer, based on the availability of time to research and communicate an answer, will decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of this RFP.

### **1.11 Proposals Due (Closing) Date**

An unbound original and five (5) bound copies of each proposal (Technical and Financial) must be received by the Procurement Officer, at the address listed in Section 1.6 and the Key Information Summary Sheet, **no later than 2:00 PM (Local Time) on March 15, 2005**, in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Excel format must be enclosed with the original financial proposal. Insure that the diskettes are labeled with the Date, RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (Technical or Financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10 and 21.05.03.02, proposals received by the Procurement Officer after the due date, **March 15, 2005, at 2:00 PM (Local Time)** will not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.

### **1.12 Duration of Offer**

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

### **1.13 Revisions to the RFP**

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's Proposal in the transmittal letter accompanying the Technical Proposal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

### **1.14 Cancellations; Discussions**

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. This may be followed by submission of Offeror-revised proposals and a BAFO. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received, without prior discussions or negotiations.

### **1.15 Oral Presentation**

Offerors will be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations will become part of the Offeror's proposal and are binding if the contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

Typically oral presentations occur approximately two (2) weeks after the proposal due date. Offerors should plan accordingly.

Typically, oral presentations will follow a specified format and generally be limited to one (1) hour of presentation time, followed by one (1) hour of questions and discussion. The Procurement Officer will issue a letter with details and instructions prior to the presentations.

The presentation may include but not be limited to the following items in the Offeror's Technical Proposal.

- Description of how the Offeror plans to meet the identified requirements in the RFP;
- Experience and capabilities;
- Description of the organization;
- Description of how the Offeror plans to meet RFP reporting requirements;
- Description of references and the scope of services to other clients by each reference; and
- Demonstration of the proposed COTS software tool.

### **1.16 Incurred Expenses**

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this RFP.

### **1.17 Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of how the Offeror proposes to meet the requirements of this RFP.

### **1.18 Protests/Disputes**

Any protest or dispute related to this RFP or the resulting Contract will be subject to COMAR 21.10 (Administrative and Civil Remedies).

### **1.19 Multiple or Alternate Proposals**

Neither multiple nor alternate proposals will be accepted.

## **1.20 Access to Public Records Act Notice**

An Offeror should give specific attention to the clear identification of those portions of the Proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information may be disclosed. (See COMAR 21.05.08.01)

## **1.21 Offeror Responsibilities**

The selected Offeror/Contractor shall be responsible for all products and services required by this RFP. Subcontractors must be identified, and a complete description of their roles relative to the Proposal must be included in the Proposal. The selected Offeror retains responsibility for all work performed by and any deliverable submitted by a subcontractor.

## **1.22 Mandatory Contractual Terms**

By submitting an offer in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, included as Attachment A. Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the Technical Proposal. A Proposal that takes exception to these terms may be rejected.

## **1.23 Proposal Affidavit**

A completed Bid/Proposal Affidavit must accompany the Proposal submitted by an Offeror. A copy of this Affidavit is included as Attachment B of this RFP.

## **1.24 Contract Affidavit**

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within 5 business days after notification of proposed contract award.

## **1.25 Small Business Reserve Procurement**

- a. This procurement has been designated a Small Business Reserve procurement in accordance with Title 14, Subtitle 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended by Chapter 75, Laws of Maryland 2004. The Contract to be awarded under this solicitation may be awarded only to businesses meeting the qualifications of a Small Business as defined in §14-501(c) of the State Finance and Procurement Article.

b. A “Small Business” is a business, other than a broker, that meets the following criteria:

- The business is independently owned and operated;
- The business is not a subsidiary of another business;
- The business is not dominant in its field of operation;
- The wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- The retail operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- The manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- The service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years; and
- The construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.

If a business has not existed for three years, the gross sales average is computed for the period of the business's existence. For newly formed businesses the determination will be based upon employment levels and projected gross sales.

c. For more information about the Small Business Reserve program visit:

<http://www.dgs.state.md.us/MBE/faq.html>

d. A Small Business is not the same as a Minority Business Enterprise, but a business can be both if it has been qualified as a Small Business and has been certified by the Maryland Department of Transportation's (MDOT) Minority Business Enterprise Program as a Minority Business Enterprise. For more information about the Minority Business Enterprise Program visit:

[http://www.mdot.state.md.us/MBE\\_Program/index.html](http://www.mdot.state.md.us/MBE_Program/index.html).

## **1.26 Arrearages**

By submitting a response to this RFP, an Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it will not become so in arrears during the term of the Contract if selected for contract award.

## **1.27 Procurement Method**

The Contract will be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

## **1.28 Verification of Registration and Tax Payment**

Before a corporation can do business in the State it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

## **1.29 False Statements**

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

In connection with a procurement contract, a person may not willfully:

1. Falsify, conceal, or suppress a material fact by any scheme or device;
2. Make a false or fraudulent statement or representation of a material fact; or
3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

## **1.30 Payments By Electronic Funds Transfer**

By submitting a response to this RFP, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror must register using the form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form is Attachment G or it can be downloaded at: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>.

## **1.31 Non-Visual Access**

By submitting a Proposal in response to this RFP, the Offeror warrants that the information technology offered under the Proposal: (1) will provide equivalent access for effective use by both visual and non-visual means; (2) present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. Offeror further



warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent. For purposes of this warranty, the phrase “equivalent access” means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input, and synthesized speech, Braille, or other audible or tactile means used for output.

## **SECTION 2 – SCOPE OF WORK**

### **2.1 Purpose and Goal**

- 2.1.1 The Department of Budget & Management (DBM) is issuing this Request for Proposals (RFP) to obtain a certified Small Business Reserve Contractor to provide a COTS software tool, maintenance and enhancement services and consulting services that will provide State agencies with the capability to manipulate data associated with the implementation of the State's Strategic Budgeting Program in preparation of agency budgets. The COTS software tool shall operate at individual State agencies on their existing State desktop computer-operating environments which are identified below. State agencies not having the computer-operating environment necessary to use the COTS software tool will purchase what is needed.

There are approximately 75 State Agencies that may use this tool to assist in the preparation of their budgets. Agencies vary in size and the range of users will vary depending on the size of the agency. Some agencies will only require one license where a large agency may require a license which will be used by several individuals through a network

The following agencies represent the initial target group to receive services under the Contract resulting from this RFP:

Department of Health and Mental Hygiene  
Department of Human Resources  
Department of Public Safety and Correctional Services  
Department of Transportation  
Department of Juvenile Services  
Maryland State Police  
Maryland State Department of Education  
Department of Natural Resources

- 2.1.2 The goals and objectives of this project are to:

- Obtain a software tool for use by any agency to critically and thoroughly review their programs, its costs, and costs per unit of output or outcome in the context of the respective agency and program mission statement(s), key outcomes, and the State's strategic goals that support the 5 Pillars of the Ehrlich Steele Administration.
- Operate the software tool in the existing agency computer-operating environments.
- Obtain maintenance services support on a time basis, as needed, to the support the software tool during the term of the contract.
- Obtain enhancements services on a time basis, as needed, to the software tool during the term of the contract.
- Obtain consulting services on a time basis, as needed, to assist with the application of the software tool and strategic budgeting during the term of the contract.

## **2.2 Operating System and Software Environment**

2.2.1 The software tool shall at a minimum be capable of operating within the server equipment and software operating environment consisting of:

- a. Dell Poweredge, Compaq Proliant, and HP Servers
- b. Microsoft Windows Server 2000 and Windows Server 2003
- c. Microsoft Active Directory
- d. Microsoft .NET Framework

2.2.2 The desktop equipment and software operating environments in most State agencies consists of:

- a. Gateway E3200, E3600, E4200, E4600
- b. Compaq Deskpro, DP EN/EX Series, EVOW4000
- c. Microsoft Windows 2000
- d. Microsoft Office 2000

### **2.2.3 Software Tool Output**

The projections and calculations produced as output by the COTS software tool shall be compatible with each agency desktop equipment and Microsoft Office 2000 so that users may save, print, or convert to a .pdf file from the Microsoft Office 2000 environment.

2.2.4 Comply with and adhere to the Maryland State IT Security Policy and standards (See Attachment G).

- a. These policies may be revised from time to time and the contractor shall comply with all such revisions.
- b. In addition, the contractor shall not connect its own equipment to DBM's or any other State agency's LAN/WAN without prior written approval by the user agency's TOM. No Contractor computer equipment shall connect to the State's LAN/WAN. The State will provide equipment as necessary to support connection to the State LAN/WAN, or give prior written approval as necessary for connection.

### **2.2.5 Delivery Confirmation**

Upon delivery and installation of the COTS software tool, the Contractor shall memorialize such delivery in a Delivery Confirmation, which sets forth the nature and condition of the deliverable, the medium of delivery, and the date of its delivery. The user agency TOM shall countersign such Delivery Confirmation to indicate receipt of the contents described therein. Both parties shall retain copies.

## 2.2.6 COTS Software Tool Ownership and Licensing

Licenses shall be purchased by DBM and each agency according to the number of users. Such licenses shall include permissions to (1) install the software tool on a server for access by the ultimate users through a network or on a sufficient number of desktop computers for use by the ultimate users, (2) if required, customize the COTS software tool for integration with an Agency's existing computer environment, and (3) make unlimited copies of any documentation provided with the COTS software tool.

## 2.2.7 Acceptance Testing

2.2.7.1 The purpose of the Acceptance Testing Period is to verify that all requirements of the RFP have been met, and to meet the following objectives:

- a. Testing within the existing operating environment to insure the COTS software tool functions as required by this RFP and as described in the contractor's proposal.
- b. Validate system set-up for transactions and user access.
- c. Confirm use of system in performing business processes.
- d. Confirm integrity of business process, data, services, security, and end-products.

2.2.7.2 The Acceptance Testing Period shall begin after the COTS software tool has been delivered and installed at DBM. Such testing shall be for a period of ten (10) consecutive business days to allow for adequate testing of all functionality and to ensure that the requirements of the RFP have been met. Upon completion of such testing, DBM shall issue to the contractor written notice of acceptance or rejection of the software. In the event of rejection due to performance problems or specifications that have not been met by the COTS software tool, the contractor shall rectify the performance problem or complete the specification to DBM's satisfaction at no cost within 10 consecutive business days or as may be directed by the DBM. Accepted deliverable shall be invoiced within 30 days.

2.2.7.3 Any approved enhancements to the COTS software tool will be tested by the user agency. The Acceptance Testing Period and procedure are the same as in 2.2.7.2.

## 2.2.8 Warranty Period

2.2.8.1 The Warranty Period shall be for a period of 90 days unless enhancements are made to the COTS software tool, and will begin upon:

- a. the conclusion of the specified Acceptance Testing Period, or any extended additional period that is necessary, and
- b. system and services acceptance and signoff by DBM.

2.2.8.2 If it is determined by DBM that the scheduled Acceptance Testing Period does not allow for all business processes to be tested, then the contractor shall warrant the software for an additional period guaranteeing that the software is free from performance problems and meets all specifications as defined in this RFP during that additional period. Should DBM encounter performance problems or discover that specifications have not been met during that additional period, the contractor shall rectify the performance problem or comply with the specification to DBM's satisfaction at no cost within 10 consecutive business days or as directed by the DBM.

## **2.3 Scope of Services to be Performed**

All services provided under this contract must be approved in advance by the CM through the Task Order Process.

2.3.1 The contractor shall provide a COTS software tool that shall, at a minimum, assist a user with allocating costs, identifying and calculating unit costs, aggregating costs into different activity groupings, distinguishing overhead costs and calculating the cost per specified unit of output or outcome.

2.3.2 The contractor shall install the software tool on DBM and each user agency's existing operating environment as described above without any additional changes to that environment.

2.3.3 The contractor shall provide the technical and functional staff to work with the DBM and user agency staff to install and maintain the software tool.

### **2.3.4 Maintenance Services**

- a. Maintenance services may be identified as either routine or emergency by the agency TOM. The agency TOM shall determine the category of maintenance necessary and the contractor shall respond as follows:
  - a. Provide remote or, if necessary, on-site maintenance support, during normal State business hours.
  - b. Provide on-call maintenance services. On-call maintenance means being available by phone or by pager during non-normal business hours or days. Contact is made only if needed, but the on-call person shall be able to address the issue at hand expeditiously. On-call staff shall be able to determine appropriate actions to take concerning any issues with the COTS software tool.
  - c. For routine maintenance, the contractor shall respond, either remotely or on-site, to the initial request of the agency TOM within 4 State business hours. Examples of compliant response times for normal maintenance are:
    - If the agency TOM contacts the contractor at 8 am on Thursday, then the contractor must begin maintenance service no later than Noon the same day.

- If the agency TOM contacts the contractor at 3 pm on Friday, then the contractor must begin maintenance services no later than the next business day (Monday) by 10 am.

If responding on-site, the contractor shall report to the agency TOM or designee prior to beginning maintenance. If responding remotely, the contractor shall call the agency TOM or designee prior to beginning remote maintenance.

- e. For emergency maintenance, the contractor shall respond to the initial request of the agency TOM within 2 hours. Emergency maintenance may occur at any time, day or night, 24 hours per day, including holidays and weekends. Emergency maintenance may be either remote or on-site and the reporting requirements are the same as for normal maintenance.

### 2.3.5 Enhancement Services

Enhancement services shall be provided by the contractor on an as needed basis and shall be billed at the contracted hourly rate established within the contract. Enhancement Services shall include changes to the capabilities and functionality of the COTS software tool or enhancements necessary for the software to operate within the operating environments of the agencies. In addition, enhancements could include users reports, perspectives, user interfaces to input data into the system, methods and formats by which the system would accept data, graphs, views and results.

### 2.3.6 Consulting Services

- a. Strategic budgeting consulting services may include but not be limited to, assisting DBM and any agency that has obtained approval from the CM through a task order process in all aspects of strategic budgeting, assessing whether the data to be collected is appropriate, developing data and entering data to the software tool, and providing advice and recommendations to DBM and other user agencies on any strategic budgeting issues. The consulting services also will include application of Activity Based Costing. Activity-Based Costing (ABC) is a tool that can be used to allocate costs, identify and calculate unit costs and aggregate these costs into different activity groupings. Emphasis is placed on tracing the specific activities performed to specific outputs of goods or services. The following two processes are integral to ABC:

- 1) Determine the cost of specific process-related activities, the “drivers” of those costs and the consumption of cost drivers in producing outputs of good or services.
- 2) Identify key processes and principal activities associated with each and assign costs by activity to appropriate categories. Costs associated with each activity should be linked to a program’s outputs and outcomes in order to achieve costs per unit of output or outcome.

Results of this process will allow an opportunity to evaluate activities and processes that accomplish desired outputs and outcomes and make budgetary decisions based on the costs and effectiveness of activities in achieving the desired end result. The contractor shall be knowledgeable in all aspects of ABC.

- b. Consulting services shall be provided by the contractor on an as needed basis and shall be billed at the fully loaded hourly labor rates as identified and provided in Attachment E.

#### 2.3.7 Training Services and Documentation:

- a. Within 45 business days of DBM's issuance of the Delivery Confirmation for the initial deployment to DBM, the contractor shall provide one or more software demonstrations for employees of various State agencies at DBM's 45 Calvert Street, Annapolis, MD office. The software demonstration shall consist of:
  - An overview of the software tool; and
  - How the tool meets all functionality required in the RFP.
- b. Agency specific training may be provided after a NTP is issued by the DBM Contract Manager following review and approval of an agency Task Order Agreement that includes training services. The training is to be provided in accordance with the approved Task Order Agreement, and scheduled directly with the agency Task Order Manager.
- c. Agency specific training shall consist of:
  - An overview of the software tool;
  - How the tool meets all functionality required in this RFP;
  - Processes to change, update, or modify data to produce DBM's required results;
  - Printed copies of all instructional material for each State employee who is scheduled for the training and an additional copy for the Contract Manager. DBM reserves the right to reproduce any and all documents produced by the contractor at no cost to the State, DBM or any other State user; and
  - Additional training as required to meet agency specific needs.
- d. The contractor shall provide all documentation associated with the software tool to the DBM Contract Manager and user agency TOM's.

## **SECTION 3 – PROPOSAL FORMAT**

### **3.1 Two-Part Submission**

Offerors must submit proposals in two separate volumes, which will be separately evaluated:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

Offerors must respond to all requirements identified in the RFP. Offerors who fail to do so will be deemed not reasonably susceptible of being selected for award.

### **3.2 Proposals**

Volume I - Technical Proposal must be sealed separately from the Volume II - Financial Proposal, but submitted simultaneously to the Procurement Officer at the address listed in Section 1.6 of this RFP.

An unbound original, so identified, five (5) paper copies and an electronic copy of each volume are to be submitted.

The electronic version of both the Volume I - Technical Proposal shall be submitted in MS Word format, and the Volume II - Financial Proposal shall be submitted in either MS Word or Excel format. Electronic media may be 3-1/2" diskette or CD and shall bear the RFP number and name, name of the Offeror, and the technical or financial volume number (Volume I is Technical or Volume II is Financial).

### **3.3 Submission**

Each Offeror is required to submit a separate sealed package for each "Volume". Each Volume and each separately sealed package are to be labeled either "Volume I-Technical Proposal" or "Volume II-Financial Proposal".

On the outside of each sealed package, the Offeror must also include the RFP number, the name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of proposals.

All pages of each proposal volume must be consecutively numbered from beginning (Page 1) to end (Page "x"). The final page of each Volume shall state "Final Page".

### **3.4 Volume I – Technical Proposal**

#### **3.4.1 Transmittal Letter**

A transmittal letter must accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the



Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed, and it does not need to be bound with the Technical Proposal

### 3.4.2 Format of Technical Proposal

This section provides specific instructions for submission of the Offeror's Technical Proposal. Adherence to the required organization and numbering will allow State officials and the Evaluation Committee to "map" the RFP requirements directly to Offeror responses by paragraph number. In addition:

- The Technical Proposal shall not include any reference to prices proposed by the Offeror.
- The Technical Proposal must be organized and numbered in the same order as given in Sections 2 and 3, using the correct subsection and paragraph number for each specification. For example, Section 2.1 Para 1; Section 3.2 Para 4; etc.

*The Technical Proposal shall include:*

#### 3.4.2.1 Title and Table of Contents

The Technical Proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the Technical Proposal should follow the title page. Information that is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in the Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.

#### 3.4.2.2 Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The summary shall identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments.

Warning: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to State terms and conditions, the Executive Summary should so state.

#### 3.4.2.3 Proposed Software Tool and Services

The Scope of Work, Section 2 of this RFP provides offerors with information on the desired outcome of this solicitation. Offerors shall:

- Identify and describe the COTS software tool proposed.
- Describe, in detail how the proposed solution will achieve the goals and requirements outlined in Section 2 of the RFP.

- Describe how the software tool will operate within the operating environment in RFP Section 2.2 and further describe all other operating environments that the software is capable of operating within.
- Identify computer operating environments that the tool **will not** operate within.
- Address each and every item in the RFP Section 2, and provide each response in the same numerical order as outlined in the RFP.
- Address in their proposals any variables, in addition to those specified in Section 2, that they propose to be included in the software tool.
- Describe data requirements needed to utilize the software tool.
- Describe cost allocation method options available through the software tool.
- Describe software tools and methodology for indirect cost allocations.
- Describe software tools and methodology for direct costing of services.

#### 3.4.2.4 Offeror Experience and Capabilities

Offerors should include information on past experience with strategic budgeting implementation and Activity-based Costing and analyses, and experience in utilizing the proposed software tool. Offerors shall describe their experience and capabilities through a response to the following:

- An overview of the Offeror's experience providing software and services similar to those required by this RFP. This description should include:
  - A summary for each engagement of the problem presented, services provided, and outcome.
  - The number of years the Offeror has provided these services.
  - The name of the client organization; the name, title and telephone number of point-of-contact for the client organization.
- Specifically address past experience of the Offeror and proposed personnel with:
  - Strategic budgeting
  - Using the proposed software tool
- Describe the availability of the Offeror to perform the work as described in the RFP, including the flexibility to dedicate staff to these efforts during the period of the contract.
- The names, titles, and resumes of the key management personnel directly involved with supervising the services rendered under the contract.
- Up to three (3) references from its customers who are capable of documenting:
  - The Offeror's ability to manage projects of comparable size and complexity.
  - Each client reference must include the following information:
    - Name of client organization

- Name, title, and telephone number of Point of Contact for client organization
- Value, type, and duration of contract(s) supporting client organization
- The services provided, scope of the contract, objectives satisfied

#### 3.4.2.6 Subcontractors

Offerors must identify all subcontractors, if any, and the roles these subcontractors will have in the performance of the Contract.

#### 3.4.2.7 Required Submissions

Offerors must submit the following items in the original Technical Proposal:

- A completed Bid/Proposal Affidavit (Attachment B)

### 3.5 Volume II - Financial Proposal

- 3.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an unbound original, five (5) copies, and an electronic version in MS Word or MS Excel of the Financial Proposal. The Financial Proposal must contain all price information in the format specified on the Financial Proposal Form Attachment E). The Financial Proposal Form must be submitted and completely filled in (no blanks or omissions) and signed by an individual who is authorized to commit the Offeror to the prices, services and requirements as stated in this RFP.
- 3.5.2 In order to assist Offerors in the preparation of their Financial Proposals, Attachment E-Financial Proposal Form has been prepared. Offerors must submit their price proposals on this form in accordance with the instructions on the form and as specified herein.
- 3.5.3 Nothing shall be entered on the Financial Proposal Form that alters or proposes conditions or contingencies on the proposed prices or offer.
- 3.5.4 All Unit Prices must be clearly typed or written in dollars and cents, e.g. \$24.15; All Unit Prices must be the actual price the State will pay.

## **SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE**

### **4.1 Evaluation Criteria**

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. Technical merit shall have greater weight than price.

### **4.2 Technical Criteria**

The criteria to be applied to each Technical Proposal are listed in descending order of importance:

- Adequacy of the proposed Software tool to complete all deliverables required under this RFP (Section 3.4.2.3).
- Experience and qualifications of the Offeror, with specific emphasis on similar projects (Section 3.4.2.4).
- Experience and qualifications of the specific personnel to be assigned to the project, with specific emphasis on similar projects (Section 3.4.2.4).

### **4.3 Financial Criteria**

All qualified Offerors will be ranked from the lowest (best price) to the highest price, based on the “Total Proposed Price” as specified on the Financial Proposal Form (Attachment E).

### **4.4 Reciprocal Preference**

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required by this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and the preference does not conflict with a federal law or grant affecting the Contract. The preference given will be identical to the preference that the other state, through law, policy, or practice gives to its residents.

### **4.5 Selection Procedures**

#### **4.5.1 General Selection Process**

- The Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

- Accordingly, DBM may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, DBM also reserves the right to make an award without holding discussions. Whether or not discussions are held, DBM may determine an Offeror to be not responsible or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

#### 4.5.2 Award Determination

Upon completion of all discussions and negotiations, and reference checks, the Procurement Officer will recommend award of the contract to the responsible Offeror(s) whose proposal is determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors shall be given greater weight than price factors.

# **ATTACHMENTS**

In accordance with State Procurement Regulations:

**ATTACHMENT A** - Contract. It must be completed, signed, and returned by the selected Offeror to the Procurement Officer upon notification of proposed contract award.

**ATTACHMENT B** - Bid/Proposal Affidavit. This form must be completed and submitted with the Offeror's Technical Proposal.

**ATTACHMENT C** - Contract Affidavit. It is not required to be completed and submitted with the Proposals. It must be submitted by the selected Offeror to the Procurement Officer within 5 working days after notification of proposed Contract award.

**ATTACHMENT D** - Pre-Proposal Conference Response Form.

**ATTACHMENT E**- Financial Proposal Form. This form is to be completed by the Offeror and comprises the Offeror's Volume II – Financial Proposal.

**ATTACHMENT F** – Vendor Electronic Funds Transfer (EFT) Registration

**ATTACHMENT G** - State Of Maryland IT Security Policy And Standards

**ATTACHMENT H** – Fiscal year 2006 Strategic Budgeting Guide

**ATTACHMENT I** – Sample Budget Representation

**ATTACHMENT J** – SB Examples

## ATTACHMENT A - Contract

**THIS CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between \_\_\_\_\_ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF BUDGET & MANAGEMENT**.

**IN CONSIDERATION** of the promises and the covenants herein contained, the parties agree as follows:

### 1. Definitions

In this Contract, the following words have the meanings indicated:

XX

- 1.1 “Contract Manager” means xxxxxxxx of the Department
- 1.2 “Contractor” means \_\_\_\_\_, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is located at \_\_\_\_\_.
- 1.3 “Department” or “DBM” means the Department of Budget and Management
- 1.4 “Financial Proposal” means the Contractor’s Financial Proposal, dated \_\_\_\_\_.
- 1.5 “Procurement Officer” means Edward Bannat of the Department.
- 1.6 “RFP” means the Request for Proposals for State of Maryland Strategic Budgeting Consulting Services and Software, Project No. 050R5800163 dated January 11, 2005.
- 1.8 “State” means the State of Maryland.
- 1.9 “Technical Proposal” means the Contractor’s Technical Proposal, dated \_\_\_\_\_.

### 2. Scope of Work

- 2.1 The Contractor shall provide the services as outlined within the Scope of Work Section 2, of the RFP #050R5800163.

These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the exhibits, the terms of the Contract shall govern. If there is any conflict among the exhibits, the following order of precedence shall determine the prevailing provision:

- Exhibit A – Request for Proposals –Project No. 050R5800163
- Exhibit B – Contractor’s Technical Proposal, dated \_\_\_\_\_.
- Exhibit C – Contractor’s Financial Proposal, dated \_\_\_\_\_.
- Exhibit D – Contractor’s signed Contract Affidavit, dated \_\_\_\_\_.

- 2.2** The Procurement Officer may, at any time, by written order, make changes in the work within the general scope stated in Section 2.1. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for the performance of, any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within 30 days after receipt of the written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause, Section 11 below. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

### **3. Time for Performance**

Unless this Contract is terminated earlier in accordance with its terms, the Contractor shall provide the services described in Section 2 for a term of approximately five (5) years, commencing on the date that the State executes the Contract and terminating on March 31, 2010. The Contractor shall begin providing services upon receipt of a Notice to Proceed from the Contract Manager.

### **4. Consideration and Payment**

- 4.1** In consideration of satisfactory performance of the requirements of this Contract, the State shall pay the Contractor in accordance with the rates established in Exhibit C, in no event to exceed \$\_\_\_\_\_ for payment of the software tool and \$\_\_\_\_\_ for payment for services without the express written approval of the Procurement Officer and subject to any other State approval requirements. Payments for each task order shall be made in accordance with the terms of the work order.
- 4.2** Payments shall be made to the Contractor, following the State's acceptance of the work, no later than 30 days after the State receives an invoice from the Contractor, and pursuant to the conditions outlined in this Section. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number, which is\_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time –to time amended, are prohibited. Invoices should be submitted to the user agency as specified in the signed Task Order Agreement approved by DBM.
- 4.3** In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until the Contractor meets performance standards established by the Procurement Officer.



- 4.4** Electronic funds transfer will be used by the State to pay Contractor under this Contract, and for any other State payments due to the Contractor, unless the State Comptroller's Office grants the Contractor an exemption.

## **5. Rights to Records**

- 5.1** The Contractor agrees that all documents and materials, including but not limited to software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor solely for purposes of this Contract with and delivered to the State shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2** The Contractor agrees that, at all times during the term of this Contract and thereafter, works created as deliverables under this Contract, and services performed under this Contract, shall be "works made for hire," as that term is interpreted under U.S. copyright law. To the extent that any products created as deliverables under this Contract are not works for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to such products, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3** The Contractor shall report to the Procurement Officer, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4** The Contractor may not affix any restrictive markings upon any data or materials provided under this Contract, and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

## **6. Patents, Copyrights, Intellectual Property**

- 6.1** If the Contractor furnishes any design, device, material, process, or other item, that is covered by a patent or copyright or that is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item.
- 6.2** The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, copyright, or trade secret the Contractor will defend the State against that claim at the Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the State (i) promptly notifies the Contractor in writing of the claim; and (ii) allows the Contractor to control, and cooperates with the Contractor in, the defense and

any related settlement negotiations. The obligations of this Section 6.2 are in addition to those stated in Section 6.3 below.

- 6.3** If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item; b) replace the product with a non-infringing product substantially complying with the item's specifications; or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

## **7. Confidentiality**

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) such party is required to disclose by law.

## **8. Loss of Data**

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Procurement Officer. The Contractor shall ensure that all data is backed up and recoverable by the Contractor.

## **9. Indemnification**

- 9.1** The Contractor shall indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 9.2** The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 9.3** The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

**9.4** The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

## **10. Non-Hiring of Employees**

No official or employee of the State, as defined in State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

## **11. Disputes**

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days after the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

## **12. Maryland Law**

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

## **13. Nondiscrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, sexual orientation, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post, and to cause subcontractors to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## **14. Contingent Fee Prohibition**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

#### **15. Non-Availability of Funding**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

#### **16. Termination for Cause**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

#### **17. Termination for Convenience**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 A (2).

## **18. Delays and Extensions of Time**

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

## **19. Suspension of Work**

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

## **20. Pre-Existing Regulations**

In accordance with Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

## **21. Financial Disclosure**

The Contractor shall comply with Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall, within 30 days after the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

## **22. Political Contribution Disclosure**

The Contractor shall comply with Election Law Article, §§14-101 to 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of

Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

## **23. Retention of Records**

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State under this Contract or until the expiration of any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

## **24. Warranties**

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract;
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

## **25. Cost and Price Certification**

By submitting cost or price information, the Contractor certifies, to the best of its knowledge, that the information submitted is accurate, complete, and current as of the date of the Contractor's offer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information that, as of the date of its offer, was inaccurate, incomplete, or not current.

## **26. Subcontracting; Assignment**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract or any of its rights or obligations hereunder without the prior written approval of the State, and any such approvals shall be in the State's sole and absolute subjective discretion. Any such subcontract or assignment shall include the terms of Sections 10 and 12 through 25 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to any subcontractor or assignee.

**27. Administrative**

**27.1** Contract Manager. The work to be accomplished under this Contract shall be performed under the direction of the Contract Manager. All matters relating to the interpretation of this Agreement shall be referred to the Procurement Officer for determination.

**27.2** Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:	Rachel Monks , Contract Manager (per RFP 1.7) Department of Budget & Management 45 Calvert Street Annapolis, MD 21401
Office:	410-260-7537
Fax:	410-974-2534
E-mail:	rachelm@dbm.state.md.us

If to the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS HEREOF**, the parties have executed this Contract as of the date set forth at the top of the first page hereof.

**CONTRACTOR**

\_\_\_\_\_  
By (Printed or typed name & title)

\_\_\_\_\_  
Date

**STATE OF MARYLAND, DEPARTMENT OF BUDGET & MANAGEMENT**

\_\_\_\_\_  
By: Cecilia Januszkiewicz  
Deputy Secretary

\_\_\_\_\_  
Date

Approved for form and legal sufficiency  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Assistant Attorney General

APPROVED BY BPW: \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(BPW Item #)



## **ATTACHMENT B - Bid/Proposal Affidavit**

### **A. AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

I am the [title]

---

and the duly authorized representative of [business] \_\_\_\_\_

---

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

### **B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

---

---

---

---

### **C. AFFIRMATION REGARDING OTHER CONVICTIONS**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
  - (b) been convicted of any criminal violation of a state or federal antitrust statute;
  - (c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
  - (d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
  - (e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;
  - (f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
  - (g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:
- 
- 

#### D. AFFIRMATION REGARDING DEBARMENT

##### I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

---

---

---

---

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
  2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows [indicate the reason(s) why the affirmations cannot be given without qualification]:
- 
- 
- 
- 

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposals of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§ 14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business' policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by § 2(b), above;
  - (h) Notify its employees in the statement required by § 2(b), above, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
      - (i) Notify the Contract Officer within 10 days after receiving notice under ' 2(h)(ii), above, or otherwise receiving actual notice of a conviction;
  - (j) Within 30 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
    - (i) Take appropriate personnel action against an employee, up to and including termination; or
    - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
  - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §§ 2(a) - (j), above.
3. If the business is an individual, the individual shall certify and agree as set forth in § 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
4. I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

#### K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic \_\_\_\_ ) (foreign \_\_\_\_ ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

[If not applicable, so state].

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposals shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND

CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

## ATTACHMENT C - Contract Affidavit

COMAR 21.07.01.25

### A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the

\_\_\_\_\_  
(title)

and the duly authorized representative of:

\_\_\_\_\_  
(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

### B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic\_\_\_\_\_) (foreign\_\_\_\_\_) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name:\_\_\_\_\_

Address:\_\_\_\_\_

\_\_\_\_\_  
(2) Except as validly contested, the business has paid, or has arranged for payment of , all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.



C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposals Affidavit dated\_\_\_\_\_, 20\_\_\_\_, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE:\_\_\_\_\_

BY:\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Authorized Representative and Affidavit)

## **ATTACHMENT D - Pre-Proposal Conference Response Form**

**Project No. 050R5800163**

**Project Title: Strategic Budgeting Consulting Services and Software**

A Pre-Proposal Conference will be held at **10:00 AM (Local Time), on February 4, 2005**, at  
**Department of Budget and Management**  
**45 Calvert Street – Room #164,**  
**Annapolis MD 21401.**

For directions to the meeting site, you may contact Edward Bannat at 410-260-7662.

Please return this form by February 1, 2005 advising whether or not you plan to attend.

Return this form via e-mail or fax to the Procurement Officer:

Edward Bannat  
Fax: (410) 974-3274  
e-mail: ebannat@dbm.state.md.us

Please indicate:

\_\_\_\_\_ **Yes, the following representatives will be in attendance:**

- 1.
- 2.
- 3.
- 4.

\_\_\_\_\_ **No, we will not be in attendance.**

\_\_\_\_\_  
Company/Firm/Vendor Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

**ATTACHMENT E**  
**FINANCIAL PROPOSAL FORM**

**Strategic Budgeting Consulting Services and Software (050R5800163)**

Price of COTS Software Tool:

Single User License	\$ _____
2 to 10 User License	\$ _____
11 to 50 User License	\$ _____
51 to 100 User License	\$ _____
100 to 500 User License	\$ _____
Subtotal	\$ _____ (A)

Fully Loaded Hourly Labor Rate for  
Enhancement Services \$ \_\_\_\_\_ \*

X Estimated 2,000 Hours-Enhancement Services = \$ \_\_\_\_\_ (B)

Annual Price for  
Routine Maintenance Services \$ \_\_\_\_\_ (C)

Annual Price for  
Emergency Maintenance Services \$ \_\_\_\_\_ (D)

Fully Loaded Hourly Labor Rate for  
Consulting Services \$ \_\_\_\_\_ \*

X Estimated 5,000 Hours of Consulting Services = \$ \_\_\_\_\_ (E)

Price for Training:

Single User	\$ _____
2 to 10 Users	\$ _____
11 to 50 Users	\$ _____
51 to 100 Users	\$ _____
100 to 500 Users	\$ _____
Subtotal	\$ _____ (F)

**TOTAL PROPOSED PRICE (A + B + C + D + E + F)** \$ \_\_\_\_\_ (G)

---

Authorized Signature

---

Offeror Company Name

---

Printed Name and Title

---

Offeror's Address

---

Phone Number

---

Offeror's SSN or Tax ID #

\* The Hourly Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents.

The Hourly Rates entered above are to be fully-loaded prices that include all costs/expenses associated with the provision of services as required by this RFP. The Proposed rates shall include, but are not limited to: Labor, Profit/Overhead, General Operating and all other expenses except as expressly excluded in the RFP specifications. No other amounts, except travel as identified within the RFP, will be paid to the Contractor.

The "Total Proposed Price" specified above is based on model quantities for the COTS Software Tool and the Hourly Rate services and will be used solely for price evaluation, comparison and selection for recommendation for award. The quantities indicated for Estimated Hours of Enhancement and Consulting Services are not a guarantee of any minimum or maximum amounts under this contract and may change at any time during the term of the contract. The amount to be paid to the Contractor shall be calculated by using the proposed Fixed COTS Software Tool price and Training price, Hourly Rates times the actual hours, and Annual Maintenance costs specified on the Financial Proposal Form for the five (5) year term of the contract.

## ATTACHMENT F— Vendor Electronic Funds Transfer (EFT) Registration

State of Maryland  
Comptroller of Maryland

### Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request \_\_\_\_\_

Business identification information (Address to be used in case of default to check):

Business name \_\_\_\_\_

Address line 1 \_\_\_\_\_

Address line 2 \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip code: 

--	--	--	--	--	--

--	--	--	--	--	--

Business taxpayer identification number:

Federal Employer Identification Number: 

--	--

--	--	--	--	--	--	--	--

(or) Social Security Number: 

--	--	--

--	--

--	--	--	--

Business contact name, title, and phone number including area code. (And address if different from above).

Financial institution information:

Name and address \_\_\_\_\_

Contact name and phone number (include area code) \_\_\_\_\_

ABA number: 

--	--	--	--	--	--	--	--	--	--

Account number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account type: 

--

 Checking 

--

 Money Market

A VOIDED CHECK from the bank account must be attached.

Transaction requested:

1. \_\_\_\_ Initiate all disbursements via EFT to the above account.
2. \_\_\_\_ Discontinue disbursements via EFT, effective \_\_\_\_\_
3. \_\_\_\_ Change the bank account to above information – a copy of the approved

Registration Form for the previous bank account must be attached.

I am authorized by \*\_\_\_\_\_ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

\*Name of registering business entity

\_\_\_\_\_  
Signature of company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received \_\_\_\_\_

GAD registration information verified \_\_\_\_\_ Date to STO \_\_\_\_\_

STO registration information verified \_\_\_\_\_ Date to GAD \_\_\_\_\_

R\*STARS Vendor No. and Mail Code Assigned:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
State Treasurer's Office approval date

\_\_\_\_\_  
General Accounting Division approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to: EFT Registration, General Accounting Division  
Room 205, P.O. Box 746  
Annapolis, Maryland 21404-0746

## **ATTACHMENT G—State of Maryland IT Security Policy and Standards**

### State of Maryland Information Technology Security Policy and Standards (July 2003)

Hardcopy may be obtained by contacting the Procurement Officer:

Edward Bannat  
Department of Budget and Management  
Office of Policy Analysis  
Procurement Unit/ Room #118  
45 Calvert Street  
Annapolis, Maryland 21401  
Telephone #: 410-260-7667  
Fax #: 410-974-3274  
E-mail: [ebannat@dbm.state.md.us](mailto:ebannat@dbm.state.md.us)

Or, can be viewed and accessed at URL:

[http://www.dbm.maryland.gov/dbm\\_publishing/public\\_content/dbm\\_taxonomy/security/prevention/itsecuritypoliciesjuly2003.pdf](http://www.dbm.maryland.gov/dbm_publishing/public_content/dbm_taxonomy/security/prevention/itsecuritypoliciesjuly2003.pdf)

## **ATTACHMENT H – Fiscal year 2006 Strategic Budgeting Guide**

Hardcopy may be obtained by contacting the Procurement Officer:

Edward Bannat  
Department of Budget and Management  
Office of Policy Analysis  
Procurement Unit/ Room #118  
45 Calvert Street  
Annapolis, Maryland 21401  
Telephone #: 410-260-7662  
Fax #: 410-974-3274  
E-mail: [ebannat@dbm.state.md.us](mailto:ebannat@dbm.state.md.us)

Or, can be viewed and accessed at URL

[http://www.dbm.maryland.gov/portal/server.pt?space=Dir&spaceID=1&parentname=CommunityPage&parentid=0&in\\_hi\\_userid=1332&control=OpenSubFolder&subfolderID=5066&DirMode=1](http://www.dbm.maryland.gov/portal/server.pt?space=Dir&spaceID=1&parentname=CommunityPage&parentid=0&in_hi_userid=1332&control=OpenSubFolder&subfolderID=5066&DirMode=1)



# **ATTACHMENT I – SAMPLE BUDGET REPRESENTATION**

**(AVAILABLE AS A SEPARATE ELECTRONIC DOCUMENT)**

# **ATTACHMENT J – SB EXAMPLES**

**(AVAILABLE AS A SEPARATE ELECTRONIC DOCUMENT)**